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Ashwin R. Patil
ADVOCATE

TITLE REPORT
AND
NON ENCUMBRANCE CERTIFICATE
TO WHOMSOEVER IT MAY CNCERN

Under instruction from my client **(1) SHRI. ASHISH S/o BALBIR SINGH VERMA,** Resident of 150, Manu Apartments, Mayur Vihar Phase-I, Delhi, Pin Code No. 110091, presently at Byramji Town, Nagpur, Pin Code No. 440013, Tahsil and District – NAGPUR **(2) SHRI. PUNEET S/o SUBHASH CHANDER JOLLY,** Resident of 319, Sector – 22A, Gurgaon, Haryana, Pin Code No. 122015 acting through their duly Constituted Attorney **M/s. AMBIKA BUILDTECH PRIVATE LIMITED** a company duly Incorporated under the Companies Act, 1956, having its Registered Office at F-15, Pankaj Grand Plaza, C.S.C., Mayur Vihar Phase-1, Delhi-110091, acting through its Authorized Director **SHRI. ASHISH S/o BALBIR SINGH VERMA,** Resident of 150, Manu Apartments, Mayur Vihar Phase-I, Delhi, Pin Code No. 110091, presently at Byramji Town, Nagpur, Pin Code No. 440013, Tahsil and District – NAGPUR. I have investigated the title relating to ALL THAT Piece and Parcel of land bearing **Plot No. 5 (FIVE),** out of the sanctioned layout (i.e. of Retainable Land), containing by admeasurements 1496.25 Sq. Mtrs. (i.e. 16105.635 Sq. Ft.), being a portion of the entire land bearing Khasra No. 68/1 (Part) of **Mouza – BHOKARA**, Patwari Halka No. 12-A, TOGETHERWITH a Multistoreyed Building **Wing "A" & WING "B"** proposed to be constructed on the said Plots of land and the entire Complex to be known and styled as **"CAPITOL HOMES"**, situated at Village – Bhokara, within the limits of the Gram Panchayat – Bhokara, in Tahsil – Nagpur (Rural) and District – Nagpur and my findings are as under :

(1) THAT, ALL THAT Piece and Parcel of Agricultural land bearing Kh.No. 68/1 having an area of 2.57 Hectares, Rental Rs. 10/- held in Bhogwatdar Class-1 Rights of Mouza – BHOKARA, Khate No. 160, P.S.K. 12-A, including all other easementary rights appurtenant and belonging thereto, situated at Village – Bhokara, within the limits of the Gram Panchayat – Bhokara, in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Mr. Waman S/o Anandrao Thakre, being his separate property.

(2) THAT, the aforesaid Mr. Waman S/o Anandrao Thakre lateron transferred/sold a Piece of land having an area of 2.30 Hectares out of the aforesaid entire land bearing Kh. No. 68/1, containing by total admeasurement 2.57 Hectares, situated at Village – Bhokara in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Gharkul Housing Agency by a duly registered Sale Deed. He further retained the remaining land of 0.27 Hectares (i.e. 2700 Sq. Mtrs.) for his exclusive use and occupation.

(3) THAT, the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17-2-1976, the aforesaid Mr. Waman Anandrao Thakre and other had filed a Return/Statement Under Section 6(i) of the said Act before the Deputy Collector and Competent Authority ULC, Nagpur, which was registered as ULC Case No. 146/04 and on completion of his enquiry in respect of the said Case the Competent Authority, ULC, Nagpur vide his Order declared the aforesaid entire land of 0.27 Hectares (i.e. 2700 Sq.Mtrs.) as a retainable land. By the said Order the said Authority further declares that the aforesaid Mr. Waman Anandrao Thakre and his son is entitled to retain the said entire land as a Retainable land and therefore there is no surplus land with the said Mr. Waman Anandrao Thakre.

(4) THAT, the aforesaid Mr. Waman Anandrao Thakre lateron in his turn transferred/sold the aforesaid entire Retainable land of 0.27 Hectares (i.e. 2700 Sq. Mtrs.) out of Kh. No. 68/1, situated at Village – Bhokhara in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Mr. Praful S/o Vishwanathrao Jirafe by a Sale Deed Dated 25-06-2004, which is duly registered in the Office of the Sub-Registrar, Nagpur Rural (10) in Book No. 1 at Sr. No. 3964/04 on 28-06-2004.

(5) THAT, the aforesaid Mr. Praful Vishwanathrao Jirafe lateron transferred a Piece of land having an area of 0.17 R. (i.e. 1700 Sq. Mtrs.) out of Kh. No. 68/1 having a total area of 0.27 Hectare (i.e. 2700 Sq. Mtrs.) situated at Village – Bhokhara in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to (1) Mr. Mehmood Ali Tharani and (2) Mrs. Jarina W/o Barakatali Tharani jointly by a Sale Deed Dated 11-8-2010, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur No. 10, Nagpur in Book No. 1 at Sr. No. 3738 on even date.

(6) THAT, the aforesaid Mr. Praful Vishwanathrao Jirafe lateron transferred the remaining Portion of the said Kh. No. 68/1 having an area of 0.10 R. (i.e. 1000 Sq. Mtrs.) situated at Village – Bhokhara in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander Jolly jointly by a Sale Deed Dated 7-3-2012, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur No. 10, Nagpur in Book No. 1 at Sr. No. 885 on even date.

(7) THAT, during the course of time the aforesaid (1) Mr. Mehmood Ali Tharani and (2) Mrs. Jarina W/o Barakatali Tharani lateron in their turn jointly transferred/sold their aforesaid land having an area of 0.17 hectare (i.e. 1700 Sq. Mtrs.), situated at Village – Bhokhara in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander Jolly jointly by a Sale Deed Dated 26-3-2012, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur No. 10, Nagpur in Book No. 1 at Sr. No. 1077 on even date. As a result therefore the said (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr.

Puneet Jolly S/o Subhash Chander have now become the Joint/Co-Owners of the aforesaid property comprising ALL THAT Piece and Parcel of land having an area of 0.27 Hectare (i.e. 2700 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 68/1 (Part), situated at Village – Bhokhara in Tahsil – Nagpur (Rural) and District – NAGPUR with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records.

(8) THAT, the aforesaid (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander Jolly, lateron jointly prepared a layout of the said Piece of land by carving out various Plots of different sizes therein and the said layout is also duly sanctioned and approved by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur.

(9) THAT, the aforesaid entire land comprising Kh. No. 68/1 (Part) having an area of 0.27 Hectares (i.e. 2700 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Collector – Nagpur vide its Order Dated 11-2-2013 passed in Revenue Case No. 176/NAP-34/2012-2013 of Mouza – BHOKHARA.

(10) THAT, Plots of the aforesaid layout (including Plot No. 5 (FIVE) are Released by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur in favour of (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander vide its Letter No. E.E.(Metro)/488 Dated 13-11-2013. As per the Release Letter Dated 13-11-2013 the area of the said Plot No. 5 (Five) is shown and declared as 1496.25 Sq. Mtrs.

(11) THAT, the aforesaid (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander lateron decided to develop the said Plot No. 5 (Five) into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate apartments therein.

(12) THAT, (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander have accordingly prepared a Plan of the Multistoreyed Building proposed to be constructed on the said Plot No. 5 (FIVE) and to be known and styled as “CAPITOL HOMES” and the same is duly sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(Metro)/South/Nagpur (Rural)/Case No. MB3575/2013111419/368 Dated 29-11-2013.

(13) THAT, accordingly by an Agreement of Development Dated 20.02.2014 the said (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander have jointly entrusted the entire work of development of the said Plot No. 5 (Five) to M/s. Ambika Buildtech Private Limited acting through its Authorised Director Mr. Ashish S/o Balbir Singh Verma, and the said Agreement of Development is also

registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 1107/2014 on 20.02.2014.

(14) THAT, lateron (1) Mr. Asish S/o Balbir Singh Verma and (2) Mr. Puneet Jolly S/o Subhash Chander, the Vendors hereinabove named executed a Power of Attorney in favour of M/s. Ambika Buildtech Private Limited acting through its Authorised Director Mr. Ashish S/o Balbir Singh Verma and the said Power of Attorney is also registered in the Office of the Sub-Registrar Nagpur (Rural)-7 at Registered Serial No. 1108/2014 on 20.02.2014.

(15) THAT the aforesaid property comprising Amalgamated Plot No. 1-2-3 has submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 thereof, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 1109/2014 on 20.02.2014.

(16) THAT I have verified all the relevant Index entries from the books and records kept and maintained in the office of the Joint Sub-Registrar, Nagpur and found that the aforesaid entire property is absolutely free from encumbrances off all kinds whatsoever and that the present Owners (1) Shri Ashish S/o Balbir Singh Verma and (2) Shri Puneet Jolly S/o Subhash Chander thereof holds good, valid and marketable title thereto.

(17) THAT naturally therefore any prospective buyer who desires to purchase the Undivided proportionate share and interest in the said Amalgamated Plot No. 1-2-3 together with a built-up space in a Multistoreyed Building Wing “A” & WING “B” proposed to be constructed on the said Plots of land and the entire Complex to be known and styled as “CAPITOL HOMES” shall also acquire equally good, valid and marketable title thereto on obtaining a proper and duly Registered Sale Deed from the present owners (1) Shri Ashish S/o Balbir Singh Verma and (2) Shri Puneet Jolly S/o Subhash Chander.

(18) THAT it is needless to mention here that on obtaining such Sale Deed, such buyer can very well mortgage her/his property to any Financial Institution by way of security for the repayment of Housing Loan, if any advanced to her/him.

SCHEDULE REFERRED TO ABOVE

ALL THAT Piece and Parcel of land bearing **Plot No. 5 (FIVE),** out of the sanctioned layout (i.e. of Retainable Land), containing by admeasurements 1496.25 Sq. Mtrs. (i.e. 16105.635 Sq. Ft.), being a portion of the entire land bearing Khasra No. 68/1 (Part) of **Mouza – BHOKARA**, Patwari Halka No. 12-A, TOGETHERWITH a Multistoreyed Building **Wing "A" & WING "B"** proposed to be constructed on the said Plots of land and the entire Complex to be known and styled as **"CAPITOL HOMES"**, situated at Village – Bhokara, within the limits of the Gram Panchayat – Bhokara, in Tahsil – Nagpur (Rural) and District – Nagpur and bounded as under :-

ON THE EAST	–	KH. NO. 78/2.
ON THE WEST	–	9.00 WIDE ROAD.
ON THE NORTH	–	PORTION OF KH. NO. 68/1
ON THE SOUTH	–	PORTION OF KH. NO. 68/1

Signature of the Advocate

ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-15

Dated : 31.07.2017
Nagpur.